

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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Old Carco LLC (f/k/a Chrysler LLC), *et al.*,¹ : Case No. 09-50002 (AJG)
:
Debtors. : (Jointly Administered)
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT
TO PURCHASER OF CERTAIN SUPPLIER EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)² with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

² Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at www.chryslerrestructuring.com.

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated June 18 and 22, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through C hereto (as modified by the Addendum thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by a the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser’s right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

10. Questions or inquiries relating to this notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for international callers outside the U.S. and Canada).

Dated: June 25, 2009
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich
Andrew G. Dietderich
Hydee R. Feldstein
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

ATTORNEYS FOR FIAT S.p.A. AND
CHRYSLER GROUP LLC

Exhibit A

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
EBERSPAECHER NORTH AMERICA INC	29101 HAGGERTY ROAD NOVI, MI 48377-2913	47514	\$56,400.00

Exhibit B

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	SIGNED DATE	CURE AMOUNT
ANDROID INDUSTRIES LLC	2155 EXECUTIVE HILL DR AUBURN HILLS, MI 48326	54291	6/18/2009	\$8,000,000.00
DRIVESOL WORLDWIDE INC	1104 W MAPLE RD TROY, MI 48084	58308	6/3/2009	\$150,366.75
FILTRAN DIVISION	700 TERRACE POINT DR PO BOX 3301 MUSKEGON, MI 494433301	83443	6/16/2009	\$302,166.19
JAC PRODUCTS INC	225 S INDUSTRIAL DRIVE SALINE, MI 48176	54196	6/7/2009	\$81,331.00
KENOSHA METAL PRODUCTS	8121 104TH STREET PLEASANT PRAIRIE, WI 53158	60962	5/29/2009	\$76,911.00
MAHLE GMBH, MAHLE VENTILTRIEB GMBH	ONE MAHLE DRIVE MORRISTOWN, TN 37815	13134 & 18929	6/8/2009	\$7,769,760.44
MASONICO LLC	17085 MASONIC DR FRASER, MI 48026	62348	5/29/2009	\$807,458.00
MITSUBISHI MOTORS SALES OF AMERICA	33 8 SHIBA 5 CHOME MINATO KU, TOKYO 1088410 JAPAN	18514	6/17/2009	\$784,140.08
TAILOR WELDED BLANKS	2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 483081600	23586	6/5/2009	\$0.00
THYSSENKRUPP GERLACH COMPANY	2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 483081600	24245	6/2/2009	\$351,889.00
VEYANCE TECHNOLOGIES INC	1144 EAST MARKET STREET AKRON, OH 443160002	42332	6/5/2009	\$208,779.00
WAUPACA FOUNDRY INC	2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 483081600	97604	6/3/2009	\$1,130,698.00

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
JAC PRODUCTS INC 225 S INDUSTRIAL DRIVE SALINE, MI 48176	54196	O4294007
MAHLE GMBH, MAHLE VENTILTRIEB GMBH ONE MAHLE DRIVE MORRISTOWN, TN 37815	13134 & 18929	O7556074 O9418004
VEYANCE TECHNOLOGIES INC 1144 EAST MARKET STREET AKRON, OH 443160002	42332	O3532014

Exhibit C

[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
3-DIMENSIONAL SERVICES	2547 PRODUCT DRIVE ROCHESTER HILLS, MI 48309	10009	\$0.00
ACURCAST INC	333 ARNOLD STREET WALLACEBURG, ON N8A3P3 CANADA	53085	\$0.00
ACS INDUSTRIES INC	ONE NEW ENGLAND WAY LINCOLN, RI 02865	16363	\$0.00
ADVANCED ACCESSORY SYSTEMS	12900 HALL ROAD SUITE 200 STERLING HEIGHTS, MI 48313	29446	\$294,084.45
ADVANCED RUBBER TECHNOLOGIES INC	10640 W CADILLAC CADILLAC, MI 49601	50875	\$0.00
ADVANTAGE POWDER COATINGS INC	2090 EAST SECOND STREET DEFIANCE, OH 43512	42266	\$0.00
ADVANTECH INTERNATIONAL INC	1600 COTTONTAIL LANE SUITE 3 SOMERSET, NJ 8875	18873	\$0.00
AEROLIFT AUTOZUBEHOR GMBH	SENEFELDERSTRABE 8 ROEDERMARK 63322 GERMANY	57534	\$0.00
AGC AUTOMOTIVE EUROPE SA	PARC INDUSTRIEL ZONE C SENEFFE 7180 BELGIUM	48349	\$5,976.05
ALLSAFE JUNGFALK GMBH & CO KG	GERWIGSTRABE 31 ENGEN 78234 GERMANY	60187	\$0.00
ALPHACRAFT P LTD	SF 120 2A KARAYAM PALAYAM COIMBATORE 0422, TN 641062 INDIA	62105	\$0.00
AMERIGON INCORPORATED	21680 HAGGERTY ROAD SUITE 101 NORTHVILLE, MI 48167	62256	\$0.00
AMK AUTOMOTIVE GMBH	GAUBSTRABE 37 39 D 73230 KIRCHHEIMUNTER TECK GERMANY	60785	\$0.00
AMOTECH CO LTD	579 10 MANHO RI POSEUNG EUP PYEONGTAEK GYEONGGI DO 31 82 KOREA	62332	\$0.00
AMPHENOL CORPORATION	358 HALL AVENUE WALLINGFORD, CT 064920384	29621	\$0.00
ANDROID INDUSTRIES LLC	2155 EXECUTIVE HILL DR AUBURN HILLS, MI 48326	58361	\$0.00
ANJUN INDUSRIAL CO LTD	DAEHWA DONG DAEDEOG GU DAEJEON 306-020 KOREA	60624	\$0.00
ASPEE SPRINGS LIMITED	PLOT NO 236 HPSIDC INDUSTRIAL AREA BADDI HIMACHAL PRADESH 173205 INDIA	62215	\$0.00
ATC DRIVETRAIN	SYSTON LANE BELTON GRANTHAM LINCOLNSHIRE NG322LY GREAT BRITAIN	62467	\$0.00
ATS STAHL SCHMIDT & MAIWORM SP ZOO	KWIATKOWSKIEGO WOLA PODKARPACKIE 37-450 POLAND	60025	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ATV PRECISION COMPONENTS PRIVATE	19 NEW SIDCO IND ESTATE MARAIMALAI NAGAR KANCHEEPURAM TAMILNADU 603 209 INDIA	62209	\$0.00
AUTO KABEL OF NORTH AMERICA INC	7362 REMCON CIRCLE EL PASO, TX 79912	52450	\$0.00
B&W HEAT TREATING-1975 LTD	60 STECKLE PLACE PO BOX 430 KITCHENER, ON N2G4A1 CANADA	20825	\$0.00
BANNER GMBH	SALZBURGERSTRASSE 298 LINZ A-4021 AUSTRIA	95723	\$19,823.26
BBS INTERNATIONAL GMBH	WELSCHDORF 220 SCHILTACH 77761 GERMANY	57862	\$0.00
BECKER GMBH CAD-CAM-CAST	BRUECKENSTRASSE 19 STEFFENBERG 35239 GERMANY	52333	\$0.00
BEHR THERMOT-TRONIK GMGH	MAUSERSTRASSE 3 STUTTGART 70469 GERMANY	60723	\$0.00
BEIJING ZHONGYONG AUTO PARTS	LIANGXIANG FANGSHAN DISTRICT BEIJING 102488 CHINA	61055	\$0.00
BENDA SUKWANG IND CO LTD	674 6 GOJAN DONG NAMDONG GU INCHON 405-819 KOREA	60907	\$0.00
BERCO B V	VAN LEEUWENHOEKWEG 36 PO BOX 262 SCHIJNDEL 5480 AG 65482TK THE NETHERLANDS	37558	\$3,083.78
BERU AKTIENGESELLSCHAFT	INDUSTRIESTRASSE 16 NEUHAUS SCHIERSCHNITZ 96524 GERMANY	43897	\$0.00
BORBET GMBH LEICHTMETALLRADER	HAUPSTR 5 HALLENBERG HESBORN, NRW 59969 GERMANY	54882	\$0.00
BOURNS INC	1200 COLUMBIA AVENUE RIVERSIDE, CA 92507	18510	\$0.00
BRAZING CONCEPTS	94 CONCEPT DRIVE COLDWATER, MI 49036	27529	\$0.00
BREHM GMBH	POSTFACH 15 40 89005 ULM GERMANY	47945	\$0.00
BRONSON PRECISION PRODUCTS DIV	404 UNION ST BRONSON, MI 49028	49219	\$0.00
BSB	596 ARVIN AVE STONEY CREEK, ON L8E5P1 CANADA	61932	\$0.00
CAPARO ALUMINIUM TECHNOLOGIES LTD	HIGH STREET WOLLASTON STOURBRIDGE WEST MIDLANDS DY84ZZ GREAT BRITAIN	99086	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
CARCOUSTICS AUSTRIA GES M B H	TREIETSTRASSE 10 6833 KLAUS AUSTRIA	52882	\$3,773.93
CASTINO CORPORATION	16777 WAHRMAN STREET ROMULUS, MI 481743633	36119	\$0.00
CHANGPENG AUTOMOBILE TRIMMING PART	NO 8 LIUFU RD LIU JIABA DA DUKOU CHONG QING 408002 CHINA	62131	\$0.00
CHINA AUTOMOTIVE SYSTEMS INC	NO 1 HENGLONG RD YUQIAO DVLPT DIST JINGZHOU, HUBEI 434000 CHINA	60167	\$0.00
CHONGQING XIYUAN CAMSHAFT CO LTD	233 DONG WAI STREET YONGCHUAN CHONGQING 402160 CHINA	60764	\$0.00
COBASYS	3740 LAPEER RD SOUTH ORION, MI 48359	47085	\$0.00
COBRA AUTOMOTIVE TECHNOLOGIES SPA	VIA ASTICO 41 VARESE 21100 ITALY	54234	\$88,609.61
COBRA PATTERNS & MODELS INC	32303 HOWARD MADISON HEIGHTS, MI 48071	22935	\$0.00
COMMERCIAL STEEL TREATING CORP	31440 STEPHENSON HIGHWAY MADISON HEIGHTS, MI 480711693	23662	\$29,657.05
CORNING INC	HOUGHTON PARK CORNING, NY 14831	88268	\$0.00
COURT VALVE COMPANY INC	4758 CHRISTIE DRIVE BEAMSVILLE, ON L0R1B4 CANADA	54591	\$0.00
CRAFT-CO ENTERPRISES INC	3269 HWY 80 WEST PO BOX 289 MORTON, MS 39117	77311	\$0.00
CRESCENT PATTERN COMPANY	8726 NORTHEND OAK PARK, MI 482372306	23877	\$0.00
CYLTEC LLC	5550 OCCIDENTAL HWY SUITE A TECUMSEH, MI 49286	46539	\$0.00
DBM TECHNOLOGIES LLC	220 CONGRESS 5TH FLOOR DETROIT, MI 48226	47370	\$0.00
DELPHI DELCO ELECTRONICS EUROPE	TEC CENTER BAD SALZDETFURTH D-31162 GERMANY	13404	\$0.00
DIMENSIONAL VALIDATION INC	5971 EAST EXECUTIVE DRIVE WESTLAND, MI 481851932	48452	\$0.00
DUDEK & BOCK SPRING MFG COMPANY	5100 W ROOSEVELT ROAD CHICAGO, IL 606501398	30605	\$0.00
DYNAX NORTH AMERICA SALES	1053 2 KOMIOSATSU CHITOSE HOKKAIDO 0668585 JAPAN	54443	\$0.00
EEP QUALITY GROUP	2512 MANITOU RD ROCHESTER, NY 14624	62247	\$0.00
EGON GROSSHAUS GMBH & CO KG	BONZELERHAMMER LENNESTADT 57368 GERMANY	54258	\$42.08

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
ENERGY SUSPENSION	1131 VIA CALLEJON SAN CLEMENTE, CA 92673	51085	\$0.00
ENGINEERED MATERIALS SOLUTIONS INC	39 PERRY AVENUE ATTLEBORO, MA 02703	47162	\$0.00
ENTERPRISE AUTOMOTIVE SYSTEMS INC	21445 HOOVER RD WARREN, MI 48089	26483	\$211,036.88
EPIQ SENSOR NITE N V	TRANSPORTSTRAAT 1 3980 TESSENDERLO BELGIUM	56691	\$682,697.14
EXCEL PATTERN WORKS INC	7020 CHASE RD DEARBORN, MI 481261791	35406	\$0.00
EXCELL RP INC	6531 PARK AVE ALLEN PARK, MI 48180	54219	\$0.00
FAG KUGELFISCHER GEORG SCHAEFER AG	POSTFACH 1260 SCHWEINFURT D 97419 GERMANY	72511	\$0.00
FILTRAUTO	PARC ARIANE 4 7 AVE DU 8 MAI 1945 78286 GUYANCOURT CEDEX FRANCE	61267	\$2,106.05
FIRST ENGINEERING	B 72 SIPCOT IND PARK IRRUNGATUKOTT SRIPERUMUDHUR CHENNAI TAMIL, NADU 602105 INDIA	61662	\$0.00
FLUID ROUTING SOLUTIONS	3000 TOWN CENTER SUITE 2800 SOUTHFIELD, MI 48075	62547	\$0.00
FOAMADE INDUSTRIES	2550 AUBURN COURT AUBURN HILLS, MI 48326	38275	\$0.00
FOREST CITY TECHNOLOGIES INC	299 CLAY STREET PO BOX 86 WELLINGTON, OH 44090	40021	\$0.00
FOUNDRY SYSTEMS INTERNATIONAL INC	5159 SOUTH PROSPECT STREET RAVENNA, OH 44266	82937	\$0.00
FRANZ KALFF GMBH	DECHANT WOLFGARTEN STRASSE 85 EUSKIRCHEN 53881 GERMANY	55730	\$3,055.05
FUJI ELEC DEVICE TECH AMERICA INC	240 CIRCLE DRIVE NORTH PISCATAWAY, NJ 8854	55033	\$0.00
FUZHOU HUALIAN AUTO PARTS CO LTD	61 FUGUANG RD FUXING INVEST ZONE GUSHAN TOWN FUZHOU CITY, FUZHOU 350014 CHINA	62200	\$0.00
GENERAL MOTORS CORPORATION	GEN MOTORS BLDG 3044 W GRAND BLVD DETROIT, MI 48202	42780	\$0.00
GLAVERBEL ITALIE	VIA DEL CARPINE ROCCASECCA 03038 ITALY	48351	\$43,239.63
GRAINGER & WORRAL LIMITED	UNITS 1 4 STANMORE INDUSTRIAL ESTATE BRIDGNORTH WV15 5HP GREAT BRITAIN	57789	\$0.00
GRAMMER INDUSTRIES INC	1975 TECHNOLOGY DR TROY, MI 48083	60877	\$0.00
GRAND RAPIDS LABEL COMPANY	2351 OAK INDUSTRIAL DRIVE N E GRAND RAPIDS, MI 495056073	42376	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
GRAND TRAVERSE PLASTICS CORP	5780 MOORE RD WILLIAMSBURG, MI 49690	61832	\$0.00
HALLA CLIMATE CONTROL CORPORATION	15TH FLOOR DAELIM ACROTEL 467 6 DO GOK DONG KANGNAM GU SEOUL . KOREA	61095	\$0.00
HANTECH TECHNOLOGY	290 1 GOYEON RI WOONGCHON MYEON ULJU GUN ULSAN 689871 KOREA	62044	\$0.00
HUPPERT ENGINEERING	41000 WOODWARD SUITE 34075 BLOOMFIELD HILLS, MI 48304	86847	\$0.00
IAV GMBH	3810 PACKARD ROAD SUITE 230 ANN ARBOR, MI 48108	39324	\$0.00
IEE AUTOMOTIVE	1121 CENTRE ROAD AUBURN HILLS, MI 48326	58236	\$0.00
IMTEC INC	7 CORPORATE DRIVE KEENE, NH 034315042	40215	\$0.00
IWIS MOTORSYSTEME GMBH & CO KG	ALBERT ROSSHAUPTER STR 53 MUNCHEN 81369 GERMANY	45457	\$1,025.03
JOHANN HAY GMBH & CO KG	HAYSTR 7 13 PO BOX 263 BAD SOBERNHEIM RHEINLAND, PFALZ 55566 GERMANY	50694	\$0.00
JOHNSON CONTROLS AUTOBATTERIE GMBH	AM LEINEUFER 51 HANNOVER 30419 GERMANY	60549	\$27,530.98
JST TRADING COMPANY LTD	HANKYU SENRICHUO BLG 4 1 1 CHOME SHIN SENRI HIGASHI MACHI, OSAKA TOYONAKA JAPAN	53910	\$0.00
KACE LOGISTICS INC	862 WILL CARLETON ROAD CARLETON, MI 481179704	46793	\$0.00
KANEMATSU-GOSHO U S A INC	543 WEST ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 60005	56831	\$0.00
KAWASAKI AUTOMOTIVE IND CO LTD	3459 IZUMI OHO IZUMI KU YOKOHAMA KANAGAWA 2450016 JAPAN	52847	\$0.00
KELLOGG CRANKSHAFT COMPANY	3524 WAYLAND DRIVE JACKSON, MI 492021294	55078	\$0.00
KMC CHAIN SHENZHEN CO LTD	NO 7 ZHONGHUA RD LONGHUA TOWN BAOAN COUNTY ZHENZHEN 518109 CHINA	61838	\$0.00
KORTEN QUALITY SYSTEMS	69210 POWELL PO BOX 210 ROMEO, MI 48065	31981	\$43,889.54
KRIEWALL ENTERPRISES INC	100 SHAFER DRIVE ROMEO, MI 48065	47214	\$0.00
KW SUSPENSIONS NORTH AMERICA	7561 134A STREET SURREY, BC V3W7B3 CANADA	50397	\$0.00
LEAR CORP AUSTRIA GES MBH & CO KG	WERKSTRASSE 20 KOEFLACH A8580 AUSTRIA	94804	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
LINE PRECISION INC	31666 W EIGHT MILE ROAD FARMINGTON HILLS, MI 48336	42579	\$0.00
LSM SYSTEMS ENGINEERING INC	1290 CRESCENT LK RD WATERFORD, MI 48327	50310	\$0.00
LUBRIZOL CORPORATION THE	29400 LAKELAND BLVD WICKLIFFE, OH 440922298	58381	\$0.00
M & W MANUFACTURING COMPANY	13701 E 9 MILE RD WARREN, MI 480892793	63016	\$0.00
MAG FILTERS & EQUIPMENTS PVT LTD	88 UDYOG VIHAR PHASE 1 GURGAON HARYANA 122016 INDIA	62399	\$0.00
MAGNA STEYR HEAVY STAMPING	FRANK STRONACH STRASSE 1 8200 ALBERSDORF AUSTRIA	95423	\$215,772.15
MAGNUM MANUFACTURING INC	39140 WEBB DRIVE WESTLAND, MI 48185	84336	\$0.00
MAYSER SYSTEMTECHNIK GMBH & CO KG	ORLINGERSTR 1 3 POSTFACH 3048 ULM 89073 GERMANY	54020	\$0.00
MECAPLAST DIFFUSION	4 6 AVENUE PRINCE ALBERT MONACO 98000 MONACO	16483	\$0.00
METAL ONE AMERICA	6250 N RIVER RD SUITE 2055 ROSEMONT, IL 60018	52278	\$0.00
METAL POWDER PRODUCTS COMPANY	17705 A WESTFIELD PARK RD WESTFIELD, IN 46074	61835	\$0.00
MGA RESEARCH CORPORATION	12790 MAIN ROAD PO BOX 71 AKRON, NY 140010071	13947	\$0.00
MONT BLANC INDUSTRI AB	TOARPSDAL DALSJOFORS 51690 SWEDEN	60068	\$121,817.25
NATIONAL PAPER & PACKAGING CO	1240 EAST 55TH ST PO BOX 71002 CLEVELAND, OH 441910001	79229	\$0.00
NAVTEQ EUROPE B V	DE RUN 1115 VELDHOVEN 5503 LB THE NETHERLANDS	59415	\$0.00
NINGBO AUTO CABLE CONTROLS CO LTD	NO 1 BAOYUAN RD DONGQIAN LAKE IND NINGBO ZHEJIANG 315121 CHINA	61327	\$0.00
ORIS FAHRZEUGTEILE HANS RIEHLE	STEINBEISSTRABE 6 MARKGRONINGEN 71706 GERMANY	62272	\$0.00
PARAMOUNT BORING & MACHINE	15255 W ELEVEN MILE ROAD OAK PARK, MI 48237	46493	\$0.00
PEX VAKUUMTECHNIK GMBH	INDUSTRIESTRABE 100 D 72160 HORB GERMANY	37553	\$0.00
PHOENIX AUTOMOTIVE GMBH	SEEHAFENSTRASSE 16 HAMBURG D21079 GERMANY	49514	\$179.16

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
POLYTEC FOR CAR STYLING GMBH	LINZER STRABE 50 HORSCHING A-4063 AUSTRIA	40018	\$0.00
POPPELMANN KUNSTSTOFFTECHNIK GMBH	DAIMLER STRABE 9 LOHNE 49429 GERMANY	60768	\$0.00
PORITE TAIWAN CO LTD	3 CHUNG PU 8 LIN TA PU LI CHUNAN MIAOLI 35059 TAIWAN	58373	\$0.00
PRECISION PARTNERS	28046 OAKLAND OAKS CT WIXOM, MI 48393	48644	\$0.00
PRETTY PRODUCTS LLC	299 CRAMER CREEK COURT DUBLIN, OH 43017	72571	\$51,686.20
PRINZ VERBINDUNGSELEMENTE GMBH	LEHMWEG 24 PLETTENBERG 58840 GERMANY	58759	\$0.00
PRODRIVE ENGELHARD LLC	30844 CENTURY WIXOM, MI 48393	59129	\$0.00
PRODRIVE LTD	OLDWICH LANE EAST KENILWORTH WARWICKSHIRE CV81NR GREAT BRITAIN	52951	\$0.00
PRODUCT ACTION INTERNATIONAL INC	7998 CENTERPOINT DRIVE NO 800 INDIANAPOLIS, IN 462563349	99248	\$0.00
PTI SATELLITE PAINT LLC	6501 E NEVADA DETROIT, MI 48234	61619	\$0.00
QUALITY SPRING/TOGO	355 JAY STREET COLDWATER, MI 490362196	77089	\$0.00
RAMCO SPECIALTIES INC	5369 HUDSON DR HUDSON, OH 442363777	62283	\$0.00
RAPID PROTOTYPE COMPANY INC	4141 N ATLANTIC BLVD AUBURN HILLS, MI 48326	30815	\$0.00
REHMANN INDUSTRIES	23051 ROSEBERRY WARREN, MI 480895771	80250	\$0.00
ROMAGNA RUOTE S R L	VIA CASTELBOLOGNESI 20 FERRARA 44100 ITALY	58745	\$0.00
S & V TECHNOLOGIES INC	6476 STONE BROOK LANE FLUSHING, MI 48433	58475	\$0.00
SAMBOMOTOS CO LTD	1080 3 WOLAM DONG DALSEO GU DAEGU KYUNGBUK 704-833 KOREA	62102	\$0.00
SANDHAR LOCKING DEVICES-MIRROR	DHUMASPUR BADSHAHPUR GURGAON, HR 12200 INDIA	61880	\$0.00
SCHREINER ETIKETTEN UND SELBSTKLEB	BRUCKMANNRING 22 85764 OBERSCHLEIBHEIM GERMANY	43896	\$0.00
SCHWARTZ MACHINE COMPANY	4441 E 8 MILE RD WARREN, MI 480912798	82173	\$0.00
SCOTT PRODUCTS INC	51690 BIRCH PO BOX 115 NEW BALTIMORE, MI 48047	48223	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
SEBRING TECHNOLOGY GMBH	RUHMANNSTR 11 VOITSBERG, STMK 8570 AUSTRIA	58861	\$122,579.55
SECADE GMBH	OTTO FILITZ STRASSE 1 RUHPOLDING D-83324 GERMANY	43894	\$0.00
SEJASMI INDUSTRIES INC PVT LTD	NO 879 919 AT RAJPUR TA KADI MEHSANA HWY RAJPUR GUJARAT 382715 INDIA	62392	\$0.00
SELZER FERTIGUNGSTECHNIK GMBH COKG	BAHNHOFSTR 1 D 35759 DRIEDORF ROTH GERMANY	58243	\$0.00
SHANGHAI AUTOMOBILE IMPORT &	16F A C TIMES SQ 500 ZHANGYANG RD PUDONG DIST SHANGHAI 200122 CHINA	58669	\$0.00
SHANGHAI ZHONGLI AUTO PARTS CO LTD	3099 GUDAI ROAD MINHNANG SHANGHAI 2011100 CHINA	61177	\$0.00
SIRIUS CANADA INC	135 LIBERTY ST 4TH FLR TORONTO, ON M6K1A7 CANADA	59939	\$0.00
SKILL TOOL & DIE	16151 PURITAS AVENUE CLEVELAND, OH 44135	87676	\$118,828.03
SNAVELY MACHINE & MANUFACTURING	1070 INDUSTRIAL PKWY PERU, IN 46970	51852	\$39,329.14
SONA BLW PRECISION FORGE INC	500 OAK TREE DRIVE SELMA, GA 27576	61897	\$0.00
STS FORMTECHNIK GMBH & CO KG	KOWALDSTRASSE 2 A 8570 VOITSBERG AUSTRIA	94989	\$5,205.53
STS FORMTECHNIK GMBH & CO KG	KOWALDSTRASSE 9 8570 VOITSBERG AUSTRIA	49327	\$0.00
SUPERIOR ALUMINUM	14214 EDGERTON PO BOX 678 NEW HAVEN, IN 46774	43258	\$0.00
T & W BAUMAN ENTERPRISES INC	7835 HIGHWAY 50 UNITS 18 & 19 WOODBRIDGE, ON L4L1A5 CANADA	26636	\$0.00
THORREZ C INDUSTRIES	4909 W MICHIGAN AVENUE JACKSON, MI 492018972	90176	\$0.00
THREE BOND INTERNATIONAL INC	6184 SCHUMACHER PARK DRIVE WEST CHESTER, OH 45069	21503	\$0.00
TREND PERFORMANCE PRODUCTS INC	23003 DIAMOND DRIVE CLINTON TOWNSHIP, MI 48035	32513	\$0.00
TRIANA INDUSTRIES INC	511 6TH STREET MADISON, AL 35758	70420	\$0.00
TRITEC MOTORS LTDA	R EMA TANNER DE ANDRADE N 1892 CAMPO LARGO PARANA CEP 83606 BRAZIL	45532	\$197,008.45
UMICORE AUTOCAT CANADA CORP	2347 COMMERCIAL DR AUBURN HILLS, MI 48326	19181	\$0.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
VALEO ENGINE COOLING INC	1100 EAST BARACHEL LANE GREENSBURG, IN 472401278	40927	\$0.00
VALIANT INDUSTRIES INC	6525 CENTER DRIVE STERLING HEIGHTS, MI 48312	94383	\$0.00
VARIAN INC	2700 MITCHELL DRIVE WALNUT CREEK, CA 94598	41683	\$0.00
VIBRACOUSTIC GMBH & CO KG	HOEHNERRWEG 2 4 WEINHEIM 69465 GERMANY	51539	\$3,875.68
VIRGINIA INDUSTRIES	951 WEST STREET ROCKY HILL, CT 060673011	72432	\$0.00
VOGEL & NOOT TECHNOLOGIE GMBH	GRAZER STRASSE 1 WARTBERG 8661 AUSTRIA	59454	\$0.00
WEBASTO	KRAILINGERSTRASSE 5 STOCKDORF D 82131 GERMANY	36076	\$11,444.67
WESTFALLIA-AUTOMOTIVE GMBH	AM SANDBERG 45 RHEDA WIEDENBRUCK D-33378 GERMANY	60628	\$0.00
WILLI HAHN GESCUBH	AM KIESBERG 11 WUPPERTAL ELBERFELD D-42012 GERMANY	96220	\$0.00
WINDINGS INC	208 N VALLEY NEW ULM, MN 56073	58932	\$0.00

EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
ADVANCED ACCESSORY SYSTEMS 12900 HALL ROAD SUITE 200 STERLING HEIGHTS, MI 48313	29446	O3218043
AZ AUTOMOTIVE CORP 24331 SHERWOOD CENTERLINE, MI 48015	10235	O0121001 O1121006
CYLTEC LLC 5550 OCCIDENTIAL HWY SUITE A TECUMSEH, MI 49286	46539	O6431069 O6431070
KORTEN QUALITY SYSTEMS 69210 POWELL P O BOX 210 ROMEO, MI 48065	31981	O0484007 O9449004
SKILL TOOL & DIE 16151 PURITAS AVENUE CLEVELAND, OH 44135	87676	O3124173 O3125054

ADDENDUM

The executory contracts and unexpired leases identified in the Exhibits are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.³

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on the Exhibits relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of the Exhibits as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in the Exhibits or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

³ Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.